



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL

Introduction

This hearing dealt with an application by the tenant seeking to set aside a One Month Notice to End Tenancy for Cause and a Two Month Notice to End Tenancy for Landlord's Use of Property. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on September 24, 2015. The tenant personally served the landlord his amended application on September 28, 2015. I found that the landlords' had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notices to End tenancy set aside?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about May 2000. Rent in the amount of \$440.00 is payable in advance on the first day of each month. The tenant stated that the landlord issued a One Month Notice to End Tenancy for Cause on September 14, 2015. The tenant stated that the landlord didn't give him a reason. The tenant stated that when he questioned the landlord about the notice, the landlord then issued a Two Month Notice to End Tenancy for Landlords use of Property on the basis that "rental unit will be occupied by the landlord or the landlord's spouse or a close family member of the landlord or the landlords' spouse". The tenant stated that the landlord has not given him any valid reason to end the tenancy for cause and that no close family member of the landlord is moving in. The tenant stated that the landlord is acting in bad faith and making any and all attempts to evict him.

Analysis

When a landlord issues a notice under Section 47 or Section 49 of the Act, they bear the responsibility of providing sufficient evidence to support the issuance of the notice. In the matter before me, the landlord chose not to participate in this hearing or submit documentary evidence for consideration. The tenant has filed an application disputing the validity of both notices. Based on the undisputed testimony of the tenant and in the absence of any evidence from the landlord, I hereby set aside the One Month Notice to End Tenancy for Cause dated September 14, 2015, and the Two Month Notice to End Tenancy for Landlords Use of Property dated September 25, 2015. Both notices are cancelled and are of no effect or force.

Conclusion

Both notices to end tenancy are set aside. The tenancy continues on the original terms of the tenancy agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 19, 2015

Residential Tenancy Branch

